

1 BILL NO. S-83-03-24

2 SPECIAL ORDINANCE NO. S-62-83

3 AN ORDINANCE approving an Agree-  
4 ment by the City of Fort Wayne  
5 by and through its Board of Public  
6 Works for a Sanitary Sewer Exten-  
7 sion Agreement for Customcraft, Inc.  
8 between Icon, Inc. d/b/a Custom-  
9 craft Plastic Products.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
11 FORT WAYNE, INDIANA:

12 SECTION 1. The annexed Agreement, made a part hereof,  
13 by the City of Fort Wayne by and through its Board of Public Works  
14 and Icon, Inc. d/b/a Customcraft Plastic Products, for Res. 377-82,  
15 Leo Road-Clinton Park Sanitary Sewer Extension, is hereby rati-  
16 fied and affirmed and approved in all respects. The work under  
17 said Agreement requires:

18 Customcraft is constructing a new addi-  
19 tion to the existing building at 8333  
20 Clinton Park Drive and desires to obtain  
21 sanitary sewer services. The City and  
22 owner (Icon, Inc. d/b/a Customcraft  
23 Plastic Products) have agreed to jointly  
24 construct a sewer known as Leo Road-  
25 Clinton Park Sanitary Sewer Extension,  
Resolution 377-82;

the Agreement price is Ninety-Three Thousand Three Hundred Thirty-  
Two and 83/100 Dollars (\$93,332.83).

SECTION 2. Prior approval was received from Council  
with respect to this Agreement on March 1, 1983. Two (2) copies  
of the Agreement attached hereto are on file with the City Clerk,  
and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.

APPROVED AS TO FORM  
AND LEGALITY

Bruce O. Boxberger, City Attorney

Victor L. Scrygg  
Councilmember

Read the first time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock .M., E.S.T.

DATE: 3-8-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

|                    | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>9</u>    | —           | —                | —             | —              |
| <u>BRADBURY</u>    | <u>✓</u>    | —           | —                | —             | —              |
| <u>BURNS</u>       | <u>✓</u>    | —           | —                | —             | —              |
| <u>EISBART</u>     | <u>✓</u>    | —           | —                | —             | —              |
| <u>GiaQUINTA</u>   | <u>✓</u>    | —           | —                | —             | —              |
| <u>SCHMIDT</u>     | <u>✓</u>    | —           | —                | —             | —              |
| <u>SCHOMBURG</u>   | <u>✓</u>    | —           | —                | —             | —              |
| <u>SCRUGGS</u>     | <u>✓</u>    | —           | —                | —             | —              |
| <u>STIER</u>       | <u>✓</u>    | —           | —                | —             | —              |
| <u>TALARICO</u>    | <u>✓</u>    | —           | —                | —             | —              |

DATE: 3-22-83

Charles W. Westerman/ne  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. J-62-83 on the 22nd day of March, 1983.

ATTEST:

Charles W. Westerman/ne  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

Bay-A-L-Bark  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of March, 1983, at the hour of 4:00 o'clock P.M., E.S.T.

Charles W. Westerman/ne  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 23rd day of March, 1983, at the hour of 4 o'clock P.M., E.S.T.

Win Moses Jr.  
WIN MOSES, JR. - MAYOR

72-208-7  
2/23/83

AGREEMENT  
FOR  
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 23rd day of February, 1983, by and between ICON, INC., an Indiana Corporation, d/b/a CUSTOMCRAFT PLASTIC PRODUCTS, Fort Wayne, Indiana, hereinafter referred to as "OWNER," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH:

WHEREAS, the "OWNER" is constructing a new addition to the existing building at 8333 Clinton Park Drive, known as "CUSTOMCRAFT;" and,

WHEREAS, the "OWNER" desires to obtain sanitary sewer services for said "CUSTOMCRAFT;" and,

WHEREAS, the "CITY" and "OWNER" have agreed to jointly construct a sewer to serve said "CUSTOMCRAFT," said sewer known as Leo Road-Clinton Park-Sanitary Sewer Extension, Resolution No. 377-1982, hereinafter referred to as "SEWER," and is described as follows:

Beginning at an existing manhole on the 36" St. Joe Interceptor Sewer, located  $65\pm$  L.F. west and  $55\pm$  L.F. south of the centerline intersection of Leo Road and Bequettes Run, in SE $\frac{1}{4}$  of Section 7, T31N, R13E (St. Joseph Township); thence northeasterly at a distance of  $230\pm$  L.F. to a point  $20\pm$  L.F. to the east from the centerline Leo Road; thence northeasterly and parallel to the centerline of said road at a distance of  $2275\pm$  L.F.; thence northwesterly and parallel to the centerline of Clinton Park Drive at a distance of  $245\pm$  L.F.; thence northeasterly and parallel to the centerline of Clinton Park Drive at a distance of  $600\pm$  L.F. and terminating there at a proposed manhole.

Said "SEWER" to be constructed in accordance with the plans, specifications and profiles as prepared by the Water Pollution Control Engineering Department and on file in the Office of the Board of Public Works. Said plans, specifications and profiles are by reference incorporated herein and made a part hereof; and,

WHEREAS, said "SEWER" will serve not only the land of the "OWNER" but also numerous other areas; and,

WHEREAS, the cost of construction of said "SEWER" is represented to be \$93,332.83, which is composed of \$86,192.83 construction cost, plus \$7,140.00 for engineering, and inspection costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The "CITY" shall cause said "SEWER" to be constructed and located in accordance with said plans, specifications and profiles. Upon completion, said "SEWER" shall become the property of "CITY" and "CITY" shall accept sewer therefrom subject to such sewer service charges as may now or hereafter be regularly established by "CITY."

**2. COST OF CONSTRUCTION.**

"CITY" and "OWNER" hereby agree to share the entire cost and expense of construction of said "SEWER," including engineering, and inspection costs on a 36% (\$33,332.83) - 64% (\$60,000.00) basis. "CITY" shall receive bids, award contract, supervise construction and "OWNER" shall pay to "CITY" 64% of the cost set forth herein.

**3. AREA OF "OWNER".**

Said "SEWER" when completed and accepted by "CITY" will serve the 5.079 Acre tract, owned by PARROTT, MICHAEL V. AND KATHRYN P., as recorded in Instrument P-6594 (81-21886) and P-6595 (81-21887), on which "CUSTOMCRAFT" is being constructed, in Sec. 7, T. 31 N., R 13 E.

**4. CONNECTION CHARGES AGAINST BENEFITED AREAS.**

Said "SEWER" when constructed will serve areas as shown on Exhibit "A." Service from said "SEWER" shall be Local Area - Representing all properties contiguous and within 200 feet of the above described "SEWER."

**LOCAL AREAS:**

Tracts lying within 200 feet of the said "SEWER" as described herein and being parts of Section 7, Township 31 North, Range 13 East.

In the event any present or future owner of said described local areas shall at any time within 15 years after the date of this Contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of a lateral or local line to service such local areas, "CITY," through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said local areas pay "CITY," in addition to the cost of standard tap-in and inspection fees, the sum of \$0.0780143 per square foot of area within said tract for Local Charge for all areas served by each such connection and use, which represents the pro rata share of the cost of the extension of said "SEWER" to serve local area. Schedule "A," which provides a breakdown of cost, and Exhibit "A" shows the properties in the local area subject to charge for construction and use of "SEWER" are attached.

The amount so collected by "CITY" shall be distributed as follows:

(a) - 36% retained by "CITY" and deposited with Fort Wayne Sewerage Utility;

(b) - 64% paid to "OWNER" after it has been collected.

All fees collected by "CITY" shall be shared with "OWNER" during the term of this agreement or until the "OWNER'S" pro rata share has been retired, i.e. \$60,000.00 - (64% x \$10,923.55) = \$53,008.93 and the amount due the "CITY" from the "OWNER'S" tract of 3.2± Acres, i.e. 36% x \$10,923.55 = \$3,932.48 being waived by the "CITY."

The "CITY" hereby excludes the local area from any and all adopted area connection fees for the term of this agreement.

**5. BOND.**

This agreement is subject to "CITY'S" contractor furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said by "CITY."

#### 6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewer only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewerage or contaminated waste in accordance with City Municipal Code.

#### 7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

"OWNER," for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce CITY to execute and ratify this Agreement, said "OWNER," for himself, his successors and assigns, agrees by this Agreement to vest in "CITY" the permanent right at its discretion to annex to the CITY OF FORT WAYNE at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER," its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY," of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

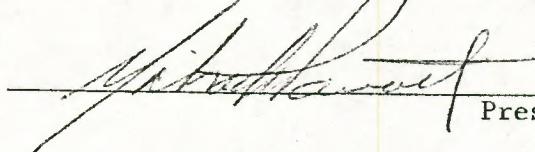
#### 8. COUNCILMANIC APPROVAL.

It is understood and agreed that this Agreement is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this Contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

"OWNER"

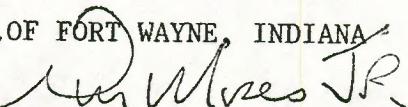
ICON, INC.  
d/b/a CUSTOMCRAFT PLASTIC PRODUCTS

  
\_\_\_\_\_  
President

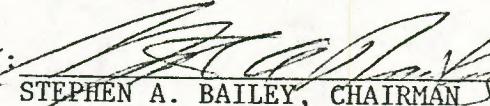
Secretary

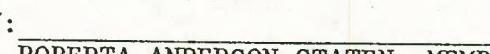
"CITY"

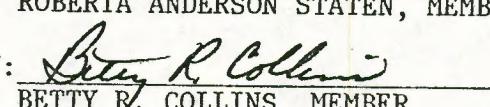
CITY OF FORT WAYNE, INDIANA

BY:   
\_\_\_\_\_  
WIN MOSES, JR., MAYOR

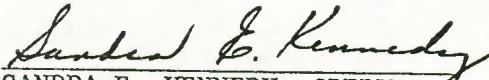
BOARD OF PUBLIC WORKS

BY:   
\_\_\_\_\_  
STEPHEN A. BAILEY, CHAIRMAN

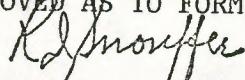
BY:   
\_\_\_\_\_  
ROBERTA ANDERSON STATEN, MEMBER

BY:   
\_\_\_\_\_  
BETTY R. COLLINS, MEMBER

ATTEST:

  
\_\_\_\_\_  
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
ASSOCIATE CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF INDIANA )  
                     ) SS:  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 22nd day of February, 1983, personally appeared the within named  
Michael V. Parrott and  
who being by me first duly sworn upon their oath, say that they are the President and Secretary, respectively, of ICON, INC., d/b/a CUSTOMCRAFT PLASTIC PRODUCTS, and as such, duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of ICON, INC. d/b/a CUSTOMCRAFT PLASTIC PRODUCTS, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 22nd day of February, 1983.

*Julia A. Zackroy*  
NOTARY PUBLIC  
A RESIDENT OF ALLEN COUNTY, INDIANA  
*Whitley*

My Commission Expires:

March 31, 1983

ACKNOWLEDGMENT

STATE OF INDIANA )  
                     ) SS:  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 23rd day of February, 1983, personally appeared the within named WIN MOSES, JR., MAYOR of the CITY OF FORT WAYNE; STEPHEN A. BAILEY, ROBERTA ANDERSON STATION, and BETTY R. COLLINS, members of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, and SANDRA E. KENNEDY, Clerk of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, to me personally known, who being by me duly sworn said that they are respectively the MAYOR of the CITY OF FORT WAYNE, the Members and Clerk of the BOARD OF PUBLIC WORKS of the CITY OF FORT WAYNE, INDIANA, and that they signed said instrument on behalf of the CITY OF FORT WAYNE, INDIANA, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said CITY for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 23rd day of February, 1983.

*Sharon J. Helmsing*  
NOTARY PUBLIC  
A RESIDENT OF ALLEN COUNTY, INDIANA

My Commission Expires:

SHARON J. HELMSING, Notary Public  
Resident of Allen County

My Commission Expires July 6, 1986

This Instrument prepared by:  
C. Duane Embury, P.E.  
Chief Water Pollution Control Engineer

WR2  
JOB S

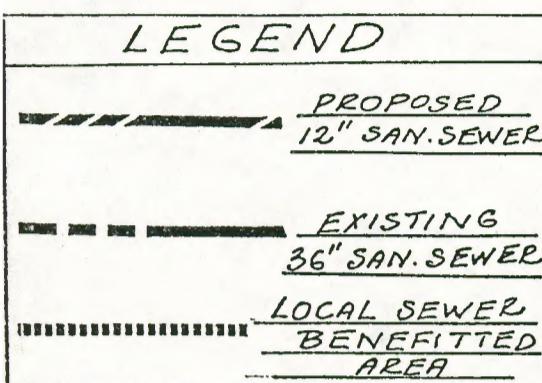
## SCHEDULE "A"

|     | PROPERTY OWNER'S NAME                 | AREA<br>IN<br>SQ.FT. | ASSESSMENT<br>AREA X<br>\$0.0780143 | DEED<br>TRANSFER<br>DATE | INSTRUME<br>NUMBER              |
|-----|---------------------------------------|----------------------|-------------------------------------|--------------------------|---------------------------------|
| 1.  | PARROTT, MICHAEL V. AND KATHRYN E.    | 140,020              | 10,923.55                           | 10-29-81                 | P6594-5                         |
| 2.  | LORIMORE, JOHN R. AND JOAN            | 170,195              | 13,277.65                           | 3-08-68                  | B126                            |
| 3.  | HOWARD PROPERTIES, INC.               | 40,434               | 3,154.50                            | 9-02-76                  | J6956                           |
| 4.  | FEDERSPIEL, ANN, TRUSTEE              | 36,030               | 2,810.89                            | (6-18-81<br>(7-16-80     | (P2536<br>(N4304                |
| 5.  | BELL, NORMAN                          | 45,300               | 3,534.00                            | (2-11-81<br>(4-25-78     | (N10308<br>(L1868               |
| 6.  | BRUGGMAN, PATRIC J. AND J. A.         | 86,000               | 6,709.20                            | 8-11-78                  | L7143-4                         |
| 7.  | BAKER, LESSEL AND HELLEN              | 35,585               | 2,776.15                            |                          | X-217                           |
| 8.  | BAKER, DAVID L. AND PATRICIA K.       | 34,565               | 2,696.55                            | 3-01-77                  | J-13308                         |
| 9.  | ZIGLER, GERALD E. AND ELEANORE S.     | 34,625               | 2,701.25                            | 5-16-79                  | M2616                           |
| 10. | MILLER, DONALD S.                     | 21,795               | 1,700.30                            | 5-20-74                  | H2548                           |
| 11. | BRUGGMAN, PATRIC J. AND J. A.         | 74,000               | 5,773.10                            | 3-06-79                  | M82                             |
| 12. | OLD FORT SUPPLY CO., INC.             | 53,000               | 4,134.75                            | 12-14-78<br>5-18-79      | L12544<br>M2731-2               |
| 13. | PROPES, WENDELL J. AND JOYCE A.       | 52,540               | 4,098.90                            | 7-18-75                  | I6332                           |
| 14. | HOKE, CLIFFORD AND ELENORE M.         | 46,360               | 3,616.75                            | 3-18-80                  | N398, Z-16                      |
| 15. | BOHARIC, DONALD L. AND ROSEMARY       | 41,960               | 3,273.50                            | 4-17-68                  | B118                            |
| 16. | NILES, HENRY AND MILDRED MARIE        | 38,560               | 3,008.25                            | 4-23-74                  | D462                            |
| 17. | DECKER, MARK G. AND SUSAN D.          | 39,160               | 3,055.05                            | 11-20-78                 | L-11528                         |
| 18. | DECKER, MARK G. AND SUSAN D.          | 105,440              | 8,225.85                            | 11-20-78                 | L-11528                         |
| 19. | INTERRAD DEVELOPMENT CORP. (Lot #106) | 12,350               | 963.50                              | 8-20-79                  | M6727                           |
| 20. | INTERRAD DEVELOPMENT CORP. (Lot #107) | 11,510               | 897.95                              | 8-20-79                  | M6727                           |
| 21. | INTERRAD DEVELOPMENT CORP. (Lot #108) | 10,400               | 811.35                              | 8-20-79                  | M6727                           |
| 22. | INTERRAD DEVELOPMENT CORP. (Lot #109) | 9,445                | 736.85                              | 8-20-79                  | M6727                           |
| 23. | INTERRAD DEVELOPMENT CORP. (Lot #110) | 11,535               | 899.90                              | 8-20-79                  | M6727                           |
| 24. | INTERRAD DEVELOPMENT CORP. (Lot #111) | 21,245               | 1,657.40                            | 8-20-79                  | M6727                           |
| 25. | INTERRAD DEVELOPMENT CORP. (Lot #118) | 12,600               | 983.00                              | 8-20-79                  | M6727                           |
| 26. | INTERRAD DEVELOPMENT CORP. (Lot #1)   | 11,700               | 912.75                              | 8-20-79                  | M6727                           |
|     |                                       | 1,196,355            | \$93,332.85                         |                          |                                 |
|     |                                       |                      |                                     |                          | WPC ENGINEERING DEPT.<br>1-7-83 |

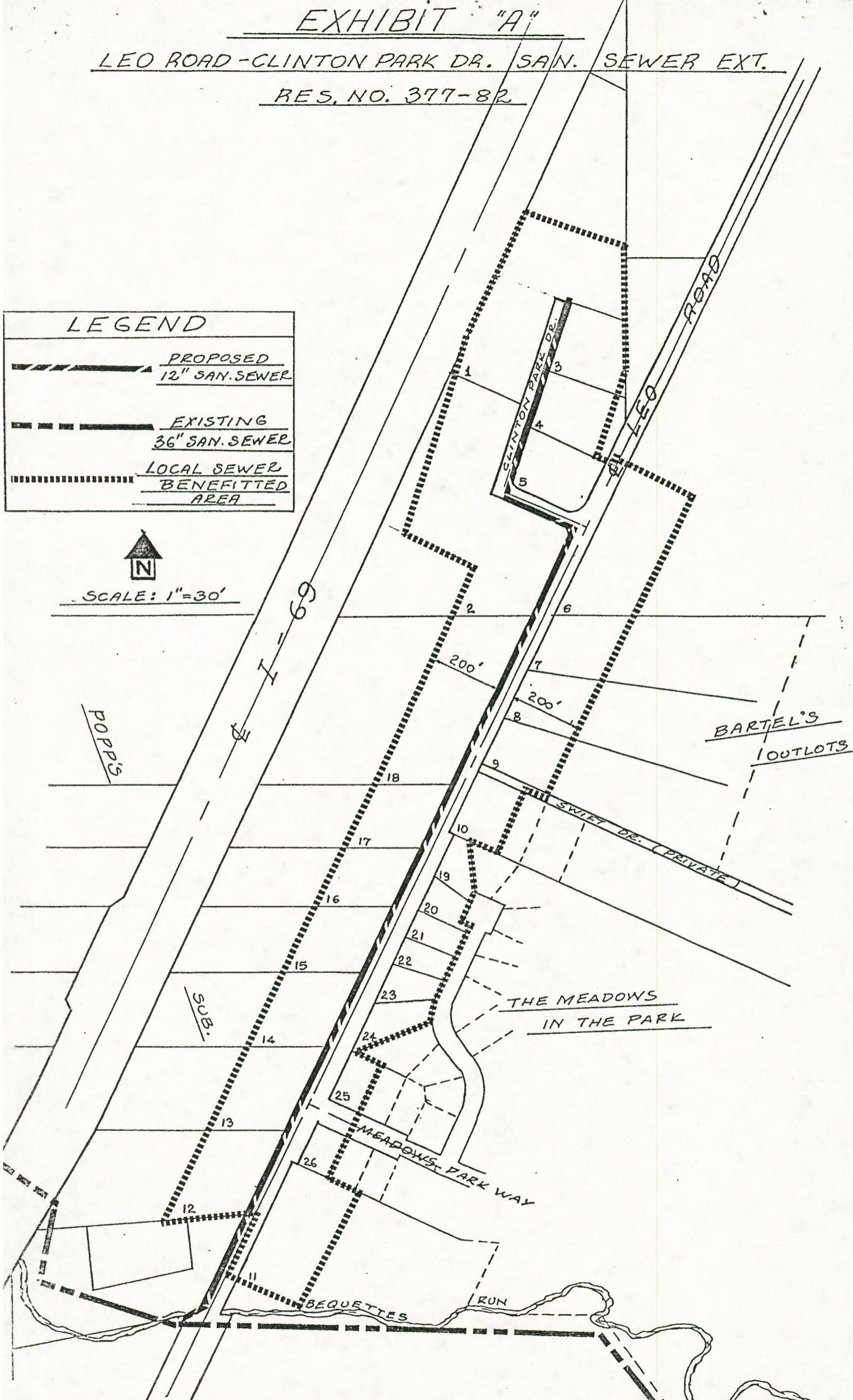
# EXHIBIT "A"

LEO ROAD - CLINTON PARK DR. SAN. SEWER EXT.

RES. NO. 377-82



SCALE: 1"=30'



BILL NO. S-83-03-24

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving and Agreement by the City of Fort Wayne  
by and through its Board of Public Works for a Sanitary Sewer  
Extension Agreement for Customcraft, Inc. between Icon, Inc. d/b/a  
Customcraft Plastic Products

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

VICTURE L. SCRUGGS, CHAIRMAN

*Victure L. Scruggs*  
*Samuel J. Talarico*

SAMUEL J. TALARICO, VICE CHAIRMAN

DONALD J. SCHMIDT

MARK E. GIAQUINTA

*Mark E. GiaQuinta*

PAUL M. BURNS

*Paul M. Burns*

3-22-83  
CONCURRED IN

DATE

CHARLES W. WESTERMAN, CITY CLERK

DIGEST SHEET

S83-03-24

TITLE OF ORDINANCE Sanitary Sewer Agreement for Customcraft, Inc. between Icon, I  
d/b/a Customcraft Plastic Products

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Customcraft is constructing a new addition to the existing  
building at 8333 Clinton Park Drive and desires to obtain sanitary sewer services.

The City and owner (Icon, Inc. d/b/a/ Customcraft Plastic Products) have agreed  
to jointly construct a sewer known as Leo Road-Clinton Park Sanitary Sewer  
Extension, Resolution 377-82.

PRIOR APPROVAL OBTAINED 3/1/82

EFFECT OF PASSAGE New sewer services for Customcraft, Inc. Will serve not only  
the land but also numerous other areas.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost of construction.

(City \$33,332.83 - 36%)(Owner \$60,000 - 64%)

ASSIGNED TO COMMITTEE (PRESIDENT)